

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
AMARILLO DIVISION**

IN RE:	§	Case No. 23-20084-RLJ-7
MCCLAIN FEED YARD, INC., et al., <sup>1</sup>	§	
Debtors.	§	Jointly Administered

**Agreed Amendment to Stipulated Protective Order**  
**[Doc 194]**

Pursuant to Paragraph 37 (“Amendment of Protective Order”) which provides, “This Stipulated Protective Order may be amended by the written stipulation of the Parties or by the Court upon a showing of good cause,” the Parties<sup>1</sup> hereby agree to amend Paragraphs 22 and 32 of the Stipulated Protective Order (Doc No. 194) entered in the matter of *In re: McClain Feed Yard, Inc., et al.*, United States Bankruptcy Court for the Northern District of Texas, Amarillo Division, case number 23-20084-RLJ-7, as follows:

22.     Disclosure of Confidential Material to Qualified Persons: Protected Material may be disclosed and copies may be provided by the Receiving Party to any of the following “qualified persons”:

j.       Any Party’s insurance company and such insurance company’s auditors, regulators, accountants, and reinsurers.

**RETURN OR DESTRUCTION OF DOCUMENTS OR INFORMATION**

32.     No later than sixty (60) days after Conclusion of the Action, each Receiving Party or other individuals subject to this Stipulated Protective Order shall be under an obligation to destroy or return to the Designating Party any Protected Material subject to this Stipulated Protective Order that is in his or her possession, custody or control, including all copies thereof. Notice of the destruction or return

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of any such Protected Material shall be made by Counsel in writing, and notice of receipt thereof shall be acknowledged in writing. If any insurance company subject to this Stipulated Protected Order is unable to comply with the sixty (60) day return or destruction requirement because of document retention requirements including contractual, statutory, or regulatory obligations, such insurance company will maintain Protected Material in its files, in continuing compliance with the terms of this Stipulated Protective Order until such time that the insurer is permitted to destroy Protected Material in accordance with its contractual, statutory, or regulatory obligations. Notwithstanding the foregoing provisions of this Paragraph, receiving Counsel shall be entitled to retain all litigation documents containing Protected Material which become part of this Action's record, including pleadings, briefs, and exhibits. The Trustee shall not be subject to this Paragraph.

The Parties further agree to amend the last paragraph of Exhibit A – Confidentiality Agreement to the Stipulated Protective Order as follows:

I understand that I am to retain all documents or materials designated as "CONFIDENTIAL" or containing Confidential Information in a secure manner, and that all such documents and materials are to remain in my personal custody until the completion of my assigned duties in this matter, whereupon all such documents and materials designated "CONFIDENTIAL" including all copies thereof, and any writings prepared by me containing any Confidential Information, are to be (1) returned to the person(s) who provided me with such documents and materials, (2) destroyed, or (3) permanently deleted. If any insurance company subject to this Stipulated Protected Order is unable to return, destroy, or permanently delete documents and material containing Confidential Information upon completion of its duties in this matter because of document retention requirements including contractual, statutory, or regulatory obligations, such insurance company will maintain Confidential Information in its files, in continuing

compliance with the terms of this Stipulated Protective Order until such time that the insurer is permitted to destroy documents and material containing Confidential Information in accordance with its contractual, statutory, or regulatory obligations.

AGREED:

MCWHORTER, COBB AND JOHNSON,  
LLP

Todd J. Johnston, SBN 24050837  
1722 Broadway Street  
Lubbock, Texas 79401-3014  
Telephone: (806) 762-0214  
Email: tjohnston@mcjllp.com

By: /s/ Todd J. Johnston  
Todd Johnston

LYNN PINKER HURST &  
SCHWEGMANN, LLP  
Alan Dabdoub, SBN 24056836  
2100 Ross Ave. Ste 2700  
Dallas, Texas 75201-7919  
Telephone: (214) 981-3800  
Email: adabdoub@lynnllp.com

By: /s/ Alan Dabdoub  
Alan Dabdoub

JOBE LAW PLLC  
Hudson Jobe, SBN 24041189  
6060 N. Central Expy Ste. 500  
Dallas, Texas 75206-  
Telephone: (214) 514-5656  
Email: hjobe@jobelawpllc.com

By: /s/ Hudson M. Jobe  
Hudson M. Jobe

JAMES D. BRADBURY, PLLC  
James D. Bradbury, SBN 02814500  
9111 Jollyville Rd. Ste 220  
Austin, Texas 78759-7454  
Telephone: (817) 339-1105  
Email: jim@bradburycounsel.com

By: /s/ James 'Jim' D. Bradbury  
James 'Jim' D. Bradbury

Naman, Howell, Smith & Lee PLLC  
David L. LeBas, SBN 12098600  
8310 N. Capital of Texas Hwy Ste 490  
Austin, Texas 78731-1081  
Telephone: (512) 479-0300  
Email: dlebas@namanhowell.com

By: /s/ David L. LeBas  
David L. LeBas

LEAL LAW FIRM, LLC  
Abel A. Leal, SBN 24026989  
9238 Moss Haven Dr.  
Dallas, Texas 75231-1412  
Telephone: (214) 395-5325  
Email: abel@leal.law

By: /s/ Abel A. Leal  
Abel A. Leal

MCWHORTER, COBB AND JOHNSON,  
LLP  
Timothy T. Pridmore, SBN 00788224  
1722 Broadway St.  
Lubbock, Texas 79401-3014  
Telephone: (806) 762-0214  
Email: tpridmore@mcjllp.com

By: /s/ Timothy T. Pridmore  
Timothy T. Pridmore

LOVELL ISERN & FARABOUGH, LLP  
John H. Lovell, SBN 12609300  
112 SW 8th Avenue, Suite 1000  
Amarillo, Texas 79101-2314  
Telephone: (806) 373-1515  
Email: john@lovell-law.net

By: /s/ John H. Lovell  
John H. Lovell

CRENSHAW, DUPREE, MILAM, LLP  
Amber S. Miller, SBN 24050320  
4411 98th St. Ste 107  
Lubbock, Texas 79424-5061  
Telephone: (806) 470-6086  
Email: amiller@cdmlaw.com

By: /s/ Amber S. Miller  
Amber S. Miller

MULLIN, HOARD & BROWN, LLP  
Matthew S. Merriott, SBN 24100846  
500 S. Taylor St.  
Amarillo, Texas 79101-2314  
Telephone: (806) 372-5050  
Email: mmerriott@mhba.com

By: /s/ Matthew S. Merriott  
Matthew S. Merriott

SPROUSE SHRADER SMITH, PLLC  
John F. Massouh, SBN 24026866  
701 S. Taylor St. Suite 500  
Amarillo, Texas 79101-2314  
Telephone: (806) 468-3300

Email: John.massouh@sprouselaw.com

By: /s/ John F. Massouh  
John F. Massouh